

SETTLEMENT AGREEMENT AND RELEASE

This Agreement, made effective as of this 12th day of March, 2020, is made and entered into by and among: (i) Plaintiffs MICHAEL CANGRO (“CANGRO”), CARLOS CANIZALES (“CANIZALES”), KENNETH P. CORRIGAN (“CORRIGAN”), MICHAEL KRAUS (“KRAUS”), STEVEN LONGA (“LONGA”), THOMAS MARTIN (“MARTIN”), MICHAEL RAWSON (“RAWSON”), JONATHAN REITZ (“REITZ”) and SEBASTIAN ROLLO (“ROLLO”) (“Initial Plaintiffs”); (ii) Plaintiff-Intervenor WILLIAM DOHERTY (“DOHERTY”); and (iii) Defendants CITY OF ENGLEWOOD (“ENGLEWOOD”), EDWARD HYNES (“HYNES”) and JEWEL THOMPSON-CHIN (“THOMPSON-CHIN”).

WHEREAS, Plaintiffs and Plaintiff-Intervenor (collectively, “Plaintiffs”) have claimed that ENGLEWOOD hired each of them to serve as Firefighters in the Englewood Fire Department beginning on April 8, 2019, and subsequently failed to treat them as employees for improper reasons; and

WHEREAS, the Defendants deny each and every one of the Plaintiffs’ allegations and believe that they possess a number of defenses to the Plaintiffs’ claims; and

WHEREAS, the Plaintiffs and the Defendants agree that this Settlement Agreement shall not be deemed or construed to be an admission of or evidence of any violation of any statute or law, or of any liability or wrongdoing, by either ENGLEWOOD or any of its current or former elected officials, officers, employees or agents, or of the truth of any of the claims or allegations alleged in the litigation styled Cangro v. City of Englewood, Docket No. BER-L-003933-19, pending in the Superior Court of New Jersey, Law Division, Bergen County (the “Lawsuit”); and

WHEREAS, the parties have engaged in extensive arms-length negotiations with the assistance of the Hon. Christine Farrington, J.S.C., and this Settlement Agreement is the product of such negotiations; and

WHEREAS, the Plaintiffs have each concluded, after due investigation and careful consideration of the circumstances of and the applicable law relating to the Lawsuit, that it would be in their respective interests to enter into this Settlement Agreement to avoid the uncertainties of litigation and the further expense, inconvenience and burden of protracted litigation; and

WHEREAS, without admitting liability and despite both its belief that neither it nor its officers, employees or agents are liable for the claims asserted and its belief that it and they have good defenses thereto, ENGLEWOOD and its current or former elected officials, officers, employees or agents have concluded that it will enter into this Settlement Agreement solely to avoid the further expense, inconvenience and burden of protracted litigation, the risks inherent in this litigation, and the distraction and diversion of its personnel and resources, and put this controversy to rest.

NOW, THEREFORE, for and in consideration of the foregoing recitals, of the mutual promises and covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned, on behalf of ENGLEWOOD, HYNES, THOMPSON-CHIN and the Plaintiffs, that the Lawsuit be settled and dismissed on the following terms and conditions:

I. HIRING PLAINTIFFS AS FIREFIGHTERS

1.1 On or before April 1, 2020, ENGLEWOOD shall hire and appoint Plaintiffs CANGRO, CORRIGAN, KRAUS, LONGA, MARTIN, RAWSON, REITZ, and DOHERTY as Probationary Firefighters in the Englewood Fire Department conditioned only on their passing the

Federal background check, and shall arrange for each of them to attend the Bergen County Fire Academy commencing on or about April 13, 2020. These Plaintiffs shall be referred to as the Hired Plaintiffs. Plaintiffs CANIZALES and ROLLO shall not be hired as Firefighters. The Hired Plaintiffs recognize and agree that their continued employment as Firefighters is conditioned upon their satisfactory completion of the Fire Academy training, completion of EMT training within 18 months if not already certified as an EMT, successful completion of an end-of probation test prior to concluding 12 months of probation, and ongoing random drug and alcohol screening tests.

1.2 The continued employment of Plaintiff CORRIGAN as a Firefighter is subject to approval of his eligibility to be enrolled in the Police and Fireman's Retirement System ("PFRS"), as he attained the age of 35 after April 8, 2019. ENGLEWOOD agrees to use its best efforts to obtain approval of CORRIGAN's enrollment in PFRS, so that he may serve as a Firefighter, including any required appeal(s) to the New Jersey Board of Pensions and/or the PFRS. ENGLEWOOD agrees to commence said appeal(s) within one (1) week or as soon as the process will allow following an initial determination of ineligibility, and agrees to promptly file all necessary applications or other documents required to prosecute the appeals. CORRIGAN agrees to reasonably cooperate with such appeals, if necessary.

1.3 In the event that such appeals are not successful and CORRIGAN is finally determined, after the appeal(s), not to be eligible to be a Firefighter, then CORRIGAN shall be deemed not to be hired pursuant to this Agreement, and he shall then have and retain the right to continue the Lawsuit and seek all relief therein demanded. CORRIGAN shall advise the parties of his intent to continue the Lawsuit within thirty (30) days following notice to him of the final result of the appeals. In the event that CORRIGAN continues the Lawsuit, the Defendants agree not to

assert any defenses regarding any statute of limitations or resulting from the terms of this Settlement Agreement.

1.4 ENGLEWOOD warrants that those Hired Plaintiffs that have been appointed under the Federal Emergency Management Agency's Staffing for Adequate Fire & Emergency Response Grant ("SAFER Grant") will have the same rights, privileges, protections, salaries, benefits, opportunities and job security as those Plaintiffs who have been appointed pursuant to ENGLEWOOD's budget.

1.5 ENGLEWOOD agrees that it will not permit any harassment of, or retaliation against the Hired Plaintiffs by virtue of their having challenged the actions of ENGLEWOOD in the Lawsuit, or by virtue of being appointed under the SAFER Grant, and will promptly and appropriately discipline any employees or officers who engage in such improper conduct.

1.6 ENGLEWOOD agrees to indemnify and hold the Hired Plaintiffs harmless, and agrees to provide legal defense to the Hired Plaintiffs, from and against any and all claims by third parties arising out of their employment and related to any damages claims asserted against the Hired Plaintiffs related to their appointment as Firefighters, in accordance with New Jersey statutes and the Englewood Municipal Code.

II. COUNSEL FEES

2.1 On or before April 21, 2020, and on receipt of final bills from Plaintiffs' counsel, ENGLEWOOD shall pay Plaintiffs' counsel fees and disbursements in the amount of Thirty-Seven Thousand Eight Hundred Fourteen Dollars (\$37,814.00) to Lebson & Prigoff, LLC.

2.2 On or before April 21, 2020, and on receipt of final bills from Plaintiff-Intervenor's counsel, ENGLEWOOD shall pay Plaintiff-Intervenor's counsel fees and disbursements in the amount of Nine Thousand Two Hundred Thirty-Four Dollars (\$9,234.00) to Loccke, Correia, & Bukosky.

III. DISMISSAL OF THE LAWSUIT

3.1 Upon ENGLEWOOD's compliance with its obligations under Sections 1.1, 1.2, 2.1 and 2.2 of this Settlement Agreement, counsel for the parties shall promptly file with the Court a Stipulation of Dismissal in the form annexed hereto as Exhibit A which shall terminate the Lawsuit, except that the claims of Plaintiff CORRIGAN shall be administratively stayed pending resolution of the pension eligibility issue as specified in Section 1.2. If said issue is resolved with a final determination that CORRIGAN is eligible for enrollment in PFRS, then counsel shall file with the Court a Stipulation of Dismissal With Prejudice of CORRIGAN's claims.

3.2 The parties agree that the Stipulation of Dismissal shall dismiss the Amended Verified Complaint as against all Defendants with prejudice, except that the allegation that Ordinance 19-02 is violative of State law with respect to eligibility and/or priority of non-residents for promotional titles shall be dismissed without prejudice.

IV. RELEASE

4.1 Plaintiffs, including CANIZALES and ROLLO (collectively designated as the "Releasers"), for and in consideration of the obligations and undertakings of ENGLEWOOD in this Settlement Agreement, have remised, released and forever discharged, and by this Agreement do

remise, release and forever discharge Defendants ENGLEWOOD, HYNES and THOMPSON-CHIN (collectively, the “Releasees”) of and from any and all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasees, the Releasors ever had, now have or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of this Settlement Agreement. More particularly, and without limitation of the foregoing, the Releasors specifically release the Releasees from any and all claims that were raised, or that could have been raised, in the Lawsuit. Provided, however, as provided in Section 1.3, above, that the foregoing release shall not release any of the claims by CORRIGAN in the Lawsuit in the event that CORRIGAN is finally determined to not be eligible for enrollment in PFRS.

4.2 Defendants ENGLEWOOD, HYNES and THOMPSON-CHIN (collectively, the “Releasors”) for and in consideration of the obligations and undertakings of Plaintiffs in this Settlement Agreement, have remised, released and forever discharged, and by this Agreement do remise, release and forever discharge Plaintiffs, including CANIZALES and ROLLO (collectively designated as the “Releasees”), of and from any and all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasees, the Releasors ever had, now have or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of this Settlement Agreement. More particularly, and without limitation

of the foregoing, the Releasors specifically release the Releasees from any and all claims that were raised, or that could have been raised, in the Lawsuit.

4.3 The foregoing releases shall not apply to any claim arising under this Settlement Agreement, nor shall they be construed to bar any claim that Englewood Ordinance 19-02 is violative of State law with respect to eligibility and/or priority of non-residents for promotional titles.

V. MISCELLANEOUS

5.1 This Settlement Agreement is the result of negotiation between the parties, which parties acknowledge that they have been represented by counsel during such negotiation; accordingly, this Settlement Agreement shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

5.2 This Settlement Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and shall not be amended except in writing signed by the parties hereto.

5.3 ENGLEWOOD represents and warrants that its execution and delivery of this Settlement Agreement has been approved by its governing body in full compliance with all statutory and regulatory requirements, and that its officer(s) executing and delivering this Settlement Agreement have been appropriately authorized to do so.

5.4 All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if sent by first class mail, addressed as follows:

5.4.1 If to ENGLEWOOD and THOMPSON-CHIN

Jewel Thompson-Chin, City Manager
Englewood City Hall
2-10 North Van Brunt Street
Englewood, NJ 07631

with a copy to:

William J. Bailey, Esq.
Huntington Bailey
312 Kinderkamack Road
Westwood, NJ 07675

5.4.2 If to Plaintiffs:

Michael L. Prigoff, Esq.
Lebson & Prigoff, LLC
39 Park Place, P.O. Box 68
Englewood, NJ 07631-0068
(After April 1, 2020:
560 Sylvan Avenue, Suite 1205
Englewood Cliffs, NJ 07632)

5.4.3 If to Plaintiff-Intervenor:

Corey M. Sargeant, Esq.
Loccke Correia & Bukosky
24 Salem Street
Hackensack, NJ 07601

5.4.4 If to Defendant HYNES:

Charles R.G. Simmons, Esq.
Rainone Coughlin Minchello LLC
555 U.S. Highway One South Suite 440
Iselin, NJ 08830

5.5 This Agreement may be executed in counterparts and shall be binding upon the parties' respective heirs, successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
date first above written.

WITNESS:

MICHAEL CANGRO, Plaintiff

CARLOS CANIZALES, Plaintiff

KENNETH P. CORRIGAN, Plaintiff

MICHAEL KRAUS, Plaintiff

STEVEN LONGA, Plaintiff

THOMAS MARTIN, Plaintiff

MICHAEL RAWSON, Plaintiff

JONATHAN REITZ, Plaintiff

SEBASTIAN ROLLO, Plaintiff

WILLIAM DOHERTY, Plaintiff-Intervenor

EDWARD HYNES, Defendant

JEWEL THOMPSON-CHIN, Defendant

ATTEST:

CITY OF ENGLEWOOD, Defendant

_____ By: _____